

# LANCASTER County

COUNTY - CITY BUILDING  
LINCOLN, NEBRASKA 68508  
BOARD OF COMMISSIONERS

Telephone: (402) 441-7410  
FAX : (402) 441-6513

## **IT IS THE VENDOR'S RESPONSIBILITY TO CHECK FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

### **REQUEST FOR PROPOSALS SPECIFICATION NO. 07-140**

Lancaster County intends to enter into contract and invites you to submit a sealed proposal for:

#### **HEALTH ASSESSMENT AND BACK SCREENING SERVICES FOR LANCASTER MANOR**

##### **MEETING OR EXCEEDING LANCASTER COUNTY'S SPECIFICATIONS**

Sealed proposals will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, **May 2, 2007** in the office of the Purchasing Agent, *Suite 200, "K" Street Complex (SW Wing), located at 440 South 8th Street, Lincoln, Nebraska 68508*. ONLY the proposer names will be read publicly at the Proposal Opening on ground floor of the "K" Street Complex.

Specifications may be downloaded from the City/County Purchasing Division Website at: [www.lincoln.ne.gov](http://www.lincoln.ne.gov), key word search "bid", select current year, select specification number listed above. All specifications are in PDF format.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late proposals will not be considered.

#### **COMMISSIONERS**

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DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMANKERRY  
EAGAN, Chief Administrative Officer

**REQUEST FOR PROPOSAL  
SPECIFICATION NO. 07-140  
BID OPENING TIME: 12:00 NOON  
DATE: Wednesday, May 2 , 2007**

**ADDENDA RECEIPT:** The receipt of the addenda to the specification number \_\_\_\_ through \_\_\_\_ is hereby acknowledged. Failure of any bidder to receive any addenda or interpretation shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

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The undersigned submitter, having full knowledge of the requirements of Lancaster County for the listed project, the Contract Documents and all other terms and conditions of the request, agrees to provide the services, certificate of insurance, unemployment compensation, in strict accordance with the specifications as prepared by the County for the consideration of the amount set forth in the following price schedule:

**HEALTH ASSESSMENT AND BACK SCREENING SERVICES**

<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Est. Qty</u></b>	<b><u>Unit Price</u></b>	<b><u>Total</u></b>
1.	Post-hire, pre-confirmation physical W/ communicable disease screening:	140/Year	\$_____	\$_____
2.	Post-hire, pre-confirmation back screen:	140/Year	\$_____	\$_____

Our company shall maintain the same yearly fees for another 3 year period if County desires to renew contract: YES \_\_\_\_\_ NO \_\_\_\_\_

BID SECURITY REQUIRED: NO  
PERFORMANCE BOND REQUIRED: NO

**NOTE: RETURN 2 COMPLETE COPIES OF YOUR OFFER AND SUPPORTING MATERIAL.  
MARK OUTSIDE OF THE OFFER AS FOLLOWS: SEALED RFP FOR SPEC. NO. 07-140**

The undersigned signatory of the bidder represents and warrants that he has full and complete authority to submit this offer to Lancaster County, and to enter into a contract if this offer is accepted.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
STREET ADDRESS or P.O. BOX

\_\_\_\_\_  
CITY, STATE                      ZIP CODE

\_\_\_\_\_  
TELEPHONE NO.

\_\_\_\_\_  
FAX NO.

\_\_\_\_\_  
Email

\_\_\_\_\_  
BY (Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

# **INSTRUCTIONS TO PROPOSERS**

LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included (attach detailed audit breakout) in a separate sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization must include the name and address of each Partner or Shareholder.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 2.1 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 3.1 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
  - 1.1 Contractor agrees to comply with the terms of the County's "HIPAA Business Associate Contract" included with the "Sample Contract", which will be part of the contract and incorporated by this reference.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer for services further represents that the proposer is familiar with the local conditions under which the work is to be performed and has correlated their observations with the requirements of the RFP.

## **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of

specification documents.

- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

## **9. EVALUATION AND AWARD**

- 9.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 9.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 9.3 Fee envelopes will be opened and ranked according to the criteria set forth herein (see evaluation criteria).
- 9.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 9.5 A committee will be assigned the task of reviewing the proposals received.
  1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 9.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed will best serve their requirements.
- 9.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

## **10. TERMINATION/ASSIGNMENT**

- 10.1 The County may terminate the Contract if the Contractor:
  1. Refuses or fails to supply enough properly skilled staff to satisfactorily provide complete audit requirements as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 10.2 By mutual consent by both parties of the contract agreement, upon

receipt and acceptance of written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.

1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 10.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 10.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

#### **11. INDEMNIFICATION**

- 11.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 11.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 11.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

#### **12. TERMS OF PAYMENT**

- 12.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and met all contract specifications or as specified in the contract documents.

#### **13. LAWS**

- 13.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

**SPECIFICATIONS  
FOR  
HEALTH ASSESSMENT AND BACK SCREENING SERVICES  
FOR LANCASTER MANOR**

**1. SCOPE OF SERVICES**

- 1.1 Lancaster County Nebraska ("*County*") is seeking proposals from interested Health Care Firms ("*Proposers*") for furnishing health assessment and back screening services to Lancaster Manor

**2. REQUIRED SERVICES**

- 2.1 Perform Pre-Employment Physicals including TB tests as necessary.  
2.2 Conduct Post-Hire/Pre-Confirmation Physical screens as requested.  
2.3 Conduct medical history interviews with applicants.  
2.4 Conduct Musculo-Skeletal Screening as requested.  
2.5 Contact location by telephone to discuss any applicant with marginal physical ability to perform the essential job functions.  
2.6 Provide reports of results to location or Lancaster County Risk Management as requested.  
2.7 Conduct at least one yearly workshop on proper lifting techniques and proper body mechanics.  
2.8 Proposer shall indicate any subcontractor to be hired to perform any functions under the requirements of this RFP.

**3. PROPOSAL CONTENTS**

- 3.1 Proposers shall provide a brief background summary of your firm (including; company structure, location of offices and branches, key personnel, experience and qualifications).  
3.2 A summary describing any services provided by your firm (and available to the County) in addition to those listed in the specification document.  
3.3 A list of at least three accounts you currently service with similar needs to the County.  
3.3.1 Include facility name, address, contract administrator name, telephone number, number of years providing this service to company and the services provided.  
3.4 A copy of the screening forms for both Health Assessments and Back Screening used by your company in a setting similar to Lancaster Manor.

**4. CONTRACT TERM**

- 4.1 The initial contract period is for one (1) year with options to renew for two (2) additional, one (1) year periods.  
4.2 Renewals will be offered at the County's option.  
4.2.1 By mutual consent of both parties it is understood and agreed that the contract may be renewed only at the prices listed herein and under the same conditions governing the original contract.  
4.2.2 Any request for an increase in the base prices or a change in the contract conditions shall be interpreted as a request not to renew the contract at the end of the initial contract period.

**5. TERMINATION PROVISIONS**

- 5.1 The County shall have the right to terminate this contract upon twenty (20) days written notice to the Successful Firm.  
5.1.2 Twenty days after the receipt of such notice, the contract shall automatically terminate without further obligation of the parties, except the Proposer may be paid on the basis of performed work hereunder.  
5.1.3 *By mutual consent by both parties of the contract agreement*, upon receipt and acceptance of written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.  
5.1.3 Upon any such termination, the Proposer agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Proposer, the County shall pay Proposer in accordance with this section.

**6. EXCEPTIONS**

- 6.1 Conditional or qualified proposals are subject to rejection in whole or in part.
- 6.2 All exceptions to the requirements, conditions, specifications, or other provisions of this RFP must be in writing and attached as an exhibit to the proposal clearly labeled *"Exceptions & Clarifications of the Requirements"* at the time of submission by the Proposer.
  - 6.2.1 Exceptions and clarifications made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically described herein shall not be made a part of the resulting contract.
  - 6.2.2 Exceptions and clarifications made by the Proposer which are determined to be acceptable to the County shall be made a part of the resulting contract.
  - 6.2.3 Exceptions and clarifications which are not made a part of the contract shall not be included in the contract nor be binding upon the County and the requirements, conditions, specifications and provisions of the RFP shall prevail.

**7. EVALUATION CRITERIA**

- 7.1 This project will be awarded to the most responsible, responsive Proposer whose proposal will be most advantageous to the County, and deemed to best serve the Lancaster Manor's needs. Proposers will be ranked according to the following criteria:
  - 7.1.1 Company must be licensed/certified to provide this service in the State of Nebraska.
  - 7.1.2 Appropriate staff must meet be licensed and/or certified in the State of Nebraska.
  - 7.1.3 Price for the services rendered.
  - 7.1.4 Ability to develop forms and proper procedures for current and future positions at each location.
  - 7.1.5 Experience working with current contract holders in developing back screen and health screen tests relating to the employees essential functions.
  - 7.1.6 Innovative ways to improve the current screening processes to provide a safer work environment for all employees and reduce costs to the County.
    - 7.1.6.1 Proposer will need to be present at location upon request to view staff members and their job duties.
  - 7.1.7 Ability to communicate effectively with staff at both locations to ensure the County is taking all steps necessary to avoid placing a person in a position they cannot handle.
  - 7.1.8 Ability to schedule screening within 2 days of request.
  - 7.1.9 Ability to meet all other requirements of this Proposal.

**8. INQUIRES**

- 8.1 All inquiries regarding these specifications shall be directed via e-mail or faxed written request to Bob Walla, Assistant Purchasing Agent ([rwalla@lincoln.ne.gov](mailto:rwalla@lincoln.ne.gov)) Or Fax: (402) 441-6513.
- 8.2 These inquiries and/or responses shall be distributed to prospective bidders as an addenda.
- 8.3 The County shall only reply to written inquiries received within seven (7) calendar days of bid opening.

Original Copies to: Contractor  
County Clerk  
County Agency

**SAMPLE  
CONTRACT DOCUMENTS**

**LANCASTER COUNTY**

**N E B R A S K A**

**Specification #07-000**

**VENDOR NAME  
ADDRESS**

## **CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into by and between \_\_\_\_\_, hereinafter referred to as “the **Consultant**,” and **Lancaster County, Nebraska**, hereinafter referred to as “the **County**.”

WHEREAS, the County wishes to acquire the services of the Consultant to conduct post offer physical examinations and screenings of potential employees of the Lancaster Manor; and

WHEREAS, the Consultant employs physicians specializing in occupational health and the delivery of those services requested by the County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Consultant agree as follows:

### **I. TERM OF AGREEMENT**

This Agreement shall become effective upon execution of both parties and shall continue in full force and effect through and including \_\_\_\_\_, 2008, unless terminated as provided herein. This Agreement shall automatically renew for a one-year term, commencing \_\_\_\_\_, 2008, and ending \_\_\_\_\_, 2009, unless terminated as provided herein. .

### **II. SERVICES**

Services contemplated in this Agreement are to be provided by the Consultant for all support activities as outlined below:

- A. Perform Pre-Employment Physicals including TB test.
- B. Conduct Lancaster Manor Post hire/Pre-Confirmation Physical screens.
- C. Conduct medical history interview with all applicants.
- D. Conduct Musculo-Skeletal Screen.
- E. Contact Lancaster Manor by telephone to discuss any applicant with marginal physical ability to perform the essential job functions.
- F. Provide reports of results to Lancaster Manor when requested by Lancaster Manor, or Lancaster County Risk Management.

### **III. ADDITIONAL SERVICES**

In the event that the County wishes to acquire additional special or non-routine services as described above, the Consultant agree to notify the County whether it has the expertise within its staff or whether outside specialists are recommended. The County may then either request the Consultant to develop a list of outside specialists for the County to interview or the County may request the Consultant to perform the interviews and make specific recommendations to the County.



#### **IV. SERVICE FEE**

The fee to be paid by the County for services contained in Section II (Services) is a fixed fee. This total fee is allocated to the support areas listed in Section II for which service is anticipated.

Fees: Section II(A) - Pre-employment Physical: \$\_\_\_\_\_ per physical  
Section II(B) - Post hire pre-confirmation screen \$\_\_\_\_\_ per screen

The parties acknowledge that the County will not be responsible for any fees associated with the services listed in Sections II(C), II(D), II(E), II(F). The fees for such services are incorporated in the fees for Sections II(A) and II(B) stated above. The Consultant shall invoice the County on a monthly basis for all Services provided by Consultant during the previous month. Compensation from the County shall be paid upon presentation of such monthly invoice and documentation that services have been provided pursuant to this Agreement. The parties agree that this Agreement does not provide for compensation in the form of a retainer. The County shall pay the Consultant within thirty (30) days of receipt of the invoice.

#### **V. REPORTING REQUIREMENTS**

Upon request of Lancaster Manor, the Lancaster County Risk Management Department, or the County Board of Commissioners, the Consultant shall provide to the County a report of all activities of Consultant's personnel provided to or on behalf of the County under this service Agreement. The report will include total number of applicants screened during the quarter and number of applicants able to perform the essential physical demands of the position.

#### **VI. TERMINATION OF SERVICES**

Either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

As of the termination date, the Consultant shall have no further obligation to perform any of the consulting services set forth in this Agreement. The Consultant shall also return to the County the original of all documents and materials supplied by the County within fifteen (15) days of the termination date.

Notwithstanding anything contained in this Agreement to the contrary, the Consultant shall retain all title, copyright patent and other proprietary rights to all of its forms and questionnaires, and all the Consultant's developed or owned computer programs, formats, data record forms, modules, procedures, internal reports, forms, software products, designs, methodology and analytical processes used in the performance of service hereunder.

## **VII. CONFIDENTIALITY**

The Consultant, its agents, and employees shall comply with all applicable laws and regulations concerning confidentiality of communications between nurses, physicians, and patients, and the confidentiality of medical records generally. The Consultant shall not disclose or release any of the medical records generated pursuant to this Agreement or the contents thereof to any third party, other than: (a) to the individual to whom the medical record relates on written request of the individual or the individual's legally authorized representative, (b) for purposes of medical treatment, to a health care provider within the scope of the patient's or the patient's legally authorized representative's written authorization, (c) to parties necessary for payment or health care operations pursuant to the Health Insurance Portability and Accountability Act, or (d) as otherwise required by applicable law.

## **VIII. PROTECTED HEALTH INFORMATION**

The reports and records generated by the Consultant and communicated to the County pursuant to this Agreement contain identifiable health information of the employees and potential employees. The County hereby covenants and agrees that it shall take reasonable steps to secure and keep private such information. The County further covenants and agrees to use or disclose such information only as permitted by applicable state or federal law pertaining to medical information or medical records kept as part of an employee's employment or personnel files.

## **I. INDEMNIFICATION AND INSURANCE**

- A. Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of their principals, officers, or employees in the performance of this Agreement. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this Agreement that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, each party shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this Agreement shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
- B. The Consultant shall purchase and maintain insurance in the following kinds and minimum limits:

1. Workers' Compensation Insurance: The Consultant shall purchase and maintain during the term of this Agreement Workers' Compensation Insurance, fully insuring its employees as required by law. Such insurance shall be obtained from an insurance company which is authorized to do business in the State of Nebraska.

2. General Liability Insurance: The Consultant shall purchase and maintain during the term of this Agreement, General Liability Insurance, naming and protecting them and the County against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by the Consultant or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$1,000,000 Aggregate
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Personal Injury Damage	\$1,000,000 Each Occurrence
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3. Professional Liability Insurance: The Consultant shall purchase and maintain throughout the length of this Agreement Professional Liability insurance naming and protecting the Consultant, its agents, and employees against claims for damages resulting from the Consultant's errors, omissions, or negligence.

Professional Liability	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
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- C. The Consultant shall not commence work under this Agreement until it has obtained all insurance required under this section and has provided the County with a Certificate of Insurance showing the specific limits of insurance required by this section and showing Lancaster County as an additional insured. Such certificate shall specifically state that Insurance policies are to be endorsed to require the insurer to provide Lancaster County thirty (30) days notice of cancellation, non-renewal of any material reduction of insurance coverage.

## **X. GENERAL CONDITIONS**

- A. If either party shall default in the performance in any of the terms or conditions of this Agreement, it shall have twenty (20) days after delivery of written notice of such default within which to cure such default. If it fails to cure such default within such period, then the non-defaulting party shall have the right without further notice to terminate this Agreement, effective the date of the breach.
- B. This instrument contains the entire Agreement between the parties relating to the rights herein granted the obligations herein assumed. Any oral representations or

modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by both parties.

- C. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D. Neither party shall assign its rights or duties herein set forth without the prior written consent of the other party.
- E. The Consultant agrees that in providing services pursuant to this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law. –
- F. It is the express intent of the parties that this Agreement shall not create an employer-employee relationship. Employees of the Consultant shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Consultant. The Consultant and the County shall be responsible to their respective employees for all salary and benefits. The Consultant shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
- G. The Consultant and the County agree that all the terms and conditions of this Agreement shall be binding upon themselves, their heirs, administrators, executors, representatives, successors and assigns.
- H. This Agreement shall be governed by the laws of the State of Nebraska.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by the Consultant.

By: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by Lancaster County, Nebraska.

By: \_\_\_\_\_  
Bob Workman, Chair  
Lancaster County Board of Commissioners